IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

1.	PATRICK GRIFFITH,	)	
		)	
	Plaintiff,	)	
		)	
v.		)	Case No. 4:22-cv-00088-CVE-CDL
		)	
1.	JOSIE CACKLER;	)	
2.	SHELBY CATES;	)	
3.	LINCOLN FINANCIAL GROUP,	)	
	a/k/a THE LINCOLN NATIONAL	)	
	LIFE INSURANCE COMPANY,	)	
		)	
	Defendants.	)	

**DEFENDANT THE LINCOLN NATIONAL LIFE
INSURANCE COMPANY'S NOTICE OF REMOVAL**

Pursuant to 28 U.S.C. § 1441(a) and (b), Defendant, The Lincoln National Life Insurance

Company[1] ("Lincoln"), files its Notice of Removal as follows:

I.

An action was commenced by Plaintiff against Defendants in the District Court in and

for Tulsa County, Oklahoma, entitled *Patrick Griffith v. Josie Cackler and Shelby Cates and*

Lincoln Financial Group a/k/a The Lincoln National Life Insurance Company, Case No. CV-2021-

02128 (the "State Action"). (See Exhibit 1 - Docket Sheet.) The following pleadings have been

filed in the Tulsa County action:

A.   Plaintiff's Petition for Declaratory Judgment (see Exhibit 2);

B.   Return of Service of Summons (see Exhibit 3).

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1 Incorrectly named in the Petition as Lincoln Financial Group a/k/a The Lincoln National Life
Insurance Company. There is no entity named "Lincoln Financial Group" as that is the marketing name
for Lincoln National Corporation and its affiliates. The relevant Policy in this action was issued by The
Lincoln National Life Insurance Company, which is the correct name of the Defendant in this action.

The Summons which was served on Lincoln has not been filed in the Tulsa County case. (See Exhibit 4.)

II.

Specifically, Plaintiff asserts claims for benefits allegedly due under a group life insurance policy ("Policy")[2] that was issued by Lincoln to HR Outsourcing Holdings, Inc. dba HROI ("HROI"). Liberty Life issued the Policy pursuant to the HR Outsourcing Holdings, Inc. dba HROI Group Life Benefit Plan ("the Plan"), which provides certain benefits to employees of HROI. (A copy of the Policy is attached with the Index as Exhibit 5.) The Plan, of which the Policy is a part, is an employee welfare benefits plan as defined by the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §§ 1001, et seq. ERISA applies to any "employee benefit plan" if the plan is established or maintained by an employer or employee organization engaged in commerce or in any industry or activity affecting commerce. 29 U.S.C. § 1003. An "employee benefit plan" is defined as an employee welfare benefit plan or an employee pension benefit plan. 29 U.S.C. § 1002(3). A plan is a welfare benefit plan if it "was established or is maintained for the purpose of providing for its participants or their beneficiaries, through the purchase of insurance or otherwise, . . . benefits in the event of sickness, accident, disability, death or unemployment." 29 U.S.C. § 1002(1) (references to other types of employer-provided benefits qualifying as ERISA plans omitted) (emphasis added).

By the State Action, Plaintiff seeks to recover benefits from the Plan.[3] The benefit plan at issue is an "employee welfare benefit plan" as that term is defined in 29 U.S.C. § 1002(1) of

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[2]   Petition at ¶ 3 under introductory section of the Petition.
[3]   Petition at ¶ 3 under introductory section of the Petition.

the Employee Retirement Income Security Act ("ERISA"). The benefits sought by Plaintiff in

the State Action are sought from an ERISA plan. Therefore, the plan and an action for benefits

under the plan are governed by ERISA, and Plaintiff references ERISA in the Petition[4]. The

Court's analysis of Plaintiff's causes of action will necessarily require interpretation of this

ERISA plan. Because the preemptive force of ERISA is so powerful that it completely displaces

any state law cause of action, Plaintiff's causes of action will be "recharacterized" as a federal

claim under ERISA. *Metropolitan Life Ins. Co. v. Massachusetts*, 471 U.S. 724 (1985); *Pilot Life*

Ins. Co. v. Dedeoux, 481 U.S. 41 (1987); *Metropolitan Life Ins. Co. v. Taylor*, 481 U.S. 58 (1987).

Accordingly, removal to this Court is proper pursuant to 28 U.S.C. § 1441(a) as it is under the

original jurisdiction of the Court pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 1132(e).

III.

Defendants, Josie Cackler and Shelby Cates, have not yet been served in the State Action.

Lincoln was served with this lawsuit on January 28, 2022. Therefore, this Notice of Removal is

timely filed within thirty (30) days of service of the Petition upon Lincoln.

IV.

Following the filing of this Notice of Removal, Lincoln will file a Notice of Removal in the

underlying case on file in Tulsa County District Court. (See Exhibit 5.)

V.

The following is a list of counsel of record:

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4   Petition at ¶ ¶ 1 and 3 under "The Justiciable Controversy" section of the Petition.

Counsel for Defendant, Lincoln Financial Group a/k/a The Lincoln National Life Insurance Company:

Denelda L. Richardson, Esq.
RHODES, HIERONYMUS, JONES, TUCKER & GABLE, P.L.L.C.
P.O. Box 21100
Tulsa, Oklahoma 74121
(918) 582-1173; (918) 592-3390 [fax]
Email: dricharrdson@rhodesokla.com

and

Iwana Rademaekers, Esq.
LAW OFFICES OF IWANA RADEMAEKERS, P.C.
17304 Preston Road, Suite 800
Dallas, Texas 75252
(214) 579-9319; (469) 444-6456 [fax]
Email: iwana@rademaekerslaw.com

Counsel for Patrick Griffith:

Mark A. Zannotti, Esq.
ZANNOTTI LAW
1437 S. Boulder Ave. Suite 1200
Tulsa, OK 74119
Phone: (918) 986-6141
Email: mark@zannottilaw.com

Respectfully submitted,

By: */s/ Denelda L. Richardson*
DENELDA L. RICHARDSON, OBA 20103
dricharrdson@rhodesokla.com
RHODES HIERONYMUS JONES TUCKER & GABLE
P.O. Box 21100
Tulsa, Oklahoma 74121
(918) 582-1173; (918) 592-3390 [fax]

and

Iwana Rademaekers
(Application for Admission Pending)
iwana@rademaekerslaw.com
Law Offices of Iwana Rademaekers, P.C.
17304 Preston Road, Suite 800
Dallas, Texas 75252
(214) 579-9319; (469) 444-6456 [fax]
Email: iwana@rademaekerslaw.com

COUNSEL FOR DEFENDANT THE LINCOLN NATIONAL LIFE INSURANCE COMPANY